

AGREEMENT

The ABU TV SONG FESTIVAL (“ATSF”), 2014

1. ABU TV Song Festival

1.1 The ABU TV Song Festival, is envisioned as an international gala event.

The ATSF will take the form of a televised, non-competitive celebration of popular music representing the geographical and cultural expanse of the Asia-Pacific region. At the heart of the Festival will be a two-hour concert (“Festival Concert”). With the cooperation of ABU member organisations, the ATSF will feature performances from top solo and/or group performers showcasing talent from a global musical scene. 15 ABU member broadcasters (“Participating ABU Member Organisations”) will have the opportunity to participate and to broadcast the Festival, in accordance with the terms and conditions of the Agreement.

Asia-Pacific Broadcasting Union (ABU) is the “Organiser” and Teledifusao de Macau-TDM is the “Host Organisation” for the ATSF, 2014.

1.2 Place and Date of ATSF: The ATSF is held in Macau on the evening of 25th October, 2014 during the 51th ABU General Assembly (22-28 October 2014).

2. Terms and Conditions

2.1 ATSF Format

- a. Non-competitive concert featuring top-class solo artists and/or musical groups (“ATSF Musical Act(s)”).
- b. Each ATSF Musical Act will represent one Participating ABU Member Organisation and their home country/territory:
 - i. Only one ATSF Musical Act per Participating ABU Member Organisation
 - ii. Only one ATSF Musical Act per country/territory
 - iii. The number of ATSF Musical Acts to perform will be limited to 15
 - iv. Selection of ATSF Musical Acts must reflect geographical balance and the cultural diversity of the Asia-Pacific region (see section 3)
- c. The ATSF will be hosted during the 51th ABU General Assembly in Macau 22-28 October in the Venetian Theatre

Important Dates:

- i. 23 October: Producer's Meeting
 - ii. 24 October: Dry Rehearsals
 - iii. 25 October: Dress Rehearsals
19:00-21:00: ATSF Concert
- d. The official language of ceremonies at the ATSF is English, it will however also be presented in the language of the Host Organisation. In case of a requirement for a language interpreter in languages spoken by the Participating ABU Member Organisations, the cost and availability will be separately discussed and organised between the Host Organisation and the Participating ABU Member Organisations.
- e. Songs will be sung in the national language of Participating ABU Member Organisation.

3. Participating ABU Member Organisations

- 3.1 All ABU TV Broadcaster Member Organisations are eligible to apply for participation.
- 3.2 The Organiser will announce a Call for Entries in April.
- 3.3 ABU TV Broadcaster Member Organisations who wish to participate must submit a Participation Form by the Application Deadline to be separately notified by ABU.
- a. Application Deadline will be set approximately one month after Call for Entries but is subject to change by ABU. The members will be informed if there is any extension of the deadline.
 - b. Prior to submitting the Participation Form, applying ABU TV Broadcaster Member Organizations must appoint an ATSF Representative Producer ("RP"). RP refers to a producer or programme director assigned by Participating ABU Member Organisation.
 - c. The Participation Form will require the following information:
 - i. Name and position of appointed RP
 - ii. Contact details of RP and secondary contact person information.
 - iii. A Statement of Commitment signed by an executive level representative of the ABU TV Broadcaster Member Organisation

- iv. No registration fee is required to submit the Participation Form. A registration fee will be required only of Participating ABU Member Organizations only after the list of such Organizations is finalized (see section 4)
- v. The number of Participating ABU Member Organisations will be limited to 15. In the case of more than 15 Member Organisations submitting the Participation Forms before the Application Deadline, the Host Organisation in consultation with the Organiser, will determine the final list of Participating ABU Member Organisations in close consideration depending on the geographical balance and cultural diversity.

4. Participating ABU Member Organisation Responsibilities

- 4.1 When the list of 15 participating organizations is finalized and announced, Participating ABU Member Organisations will be required to pay a one-time registration fee of USD \$1000, payable to the Organiser which will be spent for the purpose of promotion and distribution of the broadcasting materials as well as production cost.
- 4.2. Participating ABU Member Organisation should appoint a RP who is responsible to liaison between the Participating ABU Member Organisations and the Organiser. The RP's responsibilities include but not restricted to:
 - a. Promote and coordinate broadcast by Participating ABU Member Organisation of the ATSF in their country/territory
 - b. Select the ATSF Musical Act to perform at the ATSF.
 - c. Prior to ATSF, submit ATSF Musical Act registration materials, i.e. profile, promotion video, and other related material.
 - d. Arrange for travel, accommodation and other logistical arrangement for the participation and performance of the ATSF Musical Act in Macau.
 - e. RP will accompany the ATSF Musical Act in Macau throughout the festival period. ATSF Musical Act will be required to participate in the rehearsal and ATSF on 24 and 25 October 2014.
- 4.3 Pay for all the costs other than those mentioned below in 5.2 and 5.3, including and not restricted to those concerning travel, accommodation, and honorarium for the ATSF Musical Act including the costs incurred by RP.
- 4.4 Pay for all additional costs, if required, according to the below mentioned 6.4 (b). upon receipt of the broadcasting materials from the Host Organisation.

5. Host Organisation Responsibilities

- 5.1 Responsible for the execution of all production aspects of the ATSF, covering all costs including but not restricted to with providing the venue, broadcast equipment and staff.
- 5.2 Provide transportation to and fro from the venue and accommodation, and including airport transfer in Macau for ATSF Musical Act(s) and RP.
- 5.3 Provide maximum of 4 nights paid accommodation for one RP from each Participating ABU Member Organisation.
- 5.4 Deliver ATSF program and footage in the desired format, as separately agreed upon, to the Participating ABU Member Organisation by the end of October, 2014 or by the date separately agreed, between the Participating ABU Member Organisations and the Host Organisation. The broadcasting material will be accompanied by a music cue sheet and the cost of such delivery of the broadcasting material is included in the registration fee paid by the Participatin ABU Member Organisations.

6. Broadcast Rights

- 6.1 Participating ABU Member Organisations will have exclusive broadcasting rights for the first broadcast only, in the country/territory they represent from in the ATSF on all plaforms. Once the ATSF is telecasted or webcasted either in part or in complete by the Participating ABU Member Organisations, the exclusivity in such country/territory is then nullified and other non participating member organisations and non-member organisations shall share the non-exclusive rights to broadcast the ATSF, subject to a written confirmation and permission from ABU.
- 6.2 In countries/territories where there is no Participating ABU Member Organisations, both member organisations and non-member organisations can acquire non-exclusive broadcasting rights of the ATSF in the said territory, subject to negotiation and written confirmation from ABU.
- 6.3
 - a. Each Participating ABU Member Organisations must coordinate with their respective ATSF Musical Act to agree to his/her/their participation in the ATSF. The Participating ABU Member Organisation shall require each participating singers, composers, musicians and performers of the ATSF Musical Act to enter into an agreement which grants the Participating ABU Member Organisations, the Organiser, the Host Organisation, the ABU and the ABU Secretariat to, or license the others to, copy, record, show, broadcast, and/or communicate, their performance at the ATSF, as included in the ATSF programme, for all kinds of television broadcasting, including terrestrial, cable, satellite, internet

(including but not limited to TVs, PC/Laptops, Mobile/Smartphone and Tablet devices and via Internet-connected set top boxes.), new media rights (including but not limited to TVs, PC/Laptops, Mobile/Smartphone and Tablet devices and via Internet-connected set top boxes.), VOD rights and any media platform whether now known or developed in the future for an unlimited number of times for a period of 10 years. In case of any dispute that may arise from the ATSF Musical Act, the Participating ABU Member Organisation will be responsible for any legal disputes and hereby agree to INDEMNIFY AND HOLD HARMLESS Organiser and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such a dispute.

- b. The Participating ABU Member Organisations shall not hold the Organiser, the ATSF staff, and the Host Organisation liable for any delay in or failure to meet any of the obligations set forth in this Agreement in the event that the said delay or failure is a result of force majeure from war, riot, fire, earthquake, epidemic, legal restriction, strike action, and any other cause not attributable to the Organiser, and Host Organiser.

6.4 The ATSF programme, of which copyright is owned by ABU, will be two hours in duration, produced in English and the language of the Host Organisation.

- a. Participating ABU Member Organisations will have the right to broadcast the ATSF programme with free of licence fee, for all kinds of television broadcasting, including but not limited to terrestrial, cable, and satellite, for non-downloadable live streaming on the internet transmitted simultaneously with such television broadcast, and also for the non-downloadable, live streaming, non-profit catch-up service online for 14 days after such television broadcast, for one (1) year from the initial broadcasting, for four (4) runs, in its own country/territory.
- b. Participating ABU Member Organisations will have the right to edit, alter, reproduce for the purpose of copying, dub or sub-title the programme in whole or in part to suit the needs of their domestic audiences. However, they shall not edit or alter the programme in such a way as to impair the festival's meaning or integrity.
- c. Non-participating ABU member organisations or non-member organisations throughout the world may also broadcast the ASTF programme, only after the Participating ABU Member Organisation in the same country/territory (if any) completes its initial broadcasting of ASTF programme, for a fee and agreement to be separately negotiated with the Organiser, for all kinds of television broadcasting, including terrestrial, cable, and satellite, for

non-downloadable live streaming on the internet transmitted simultaneously with such television broadcast, and also for the non-downloadable, live streaming, non-profit catch-up service online for 14 days after such television broadcast, for one (1) year from the initial broadcasting, for two (2) runs, in its own country/territory. Details for such purchase of the broadcasting rights of the ATSF programme shall be separately discussed between interested organisations and the Organiser.

- d. Concerning the copyrighted music material included in the ATSF programme, Host Organisation shall secure the recording rights to the extent necessary for the production and delivery of the broadcasting materials to the Participating ABU Member Organisations and any other member organisations who wish to broadcast such programme through its agreement with the musical copyright association in Macau. As to any further rights to broadcast such music copyrighted works in each country/territory, each broadcasting organisation shall secure such rights on its responsibility and at its cost, through the musical copyright association in each country. In case the copyright of the music performed by certain ATSF Musical Act is not controlled by any musical copyright associations, the respective Participating ABU Member Organisation shall be responsible for securing all the necessary rights (i.e. the rights for performing the music at the Festival Concert, as well as for its recording and copying necessary for the delivery of the broadcast materials by the Host Organiser, and for its broadcasting worldwide by direct agreement with the copyright holders concerned.
- e. The Host Organisation shall secure the clearances, releases and licenses as may be required in respect of the rights of the authors and copyright owners of the works contained in the ATSF programme (excepting the copyrighted music material mentioned in the above 6.4 d.) and the rights of any and all persons appearing, performing or rendering other types of services in connection with the Festival concert, other than ATSF Musical Acts and RP.

6.5 The ATSF programme shall not be provided or licensed to any third party either by the Host Organisation or by the Participating ABU Member Organisations. The Copyright for the ATSF is with the Organiser at all times. An excerpt or part of the ATSF programme shall not be used for purposes other than the promotion of its broadcasting. However, Participating ABU Member Organisations may be able to use excerpt or part of the Festival Concert programme in the programs they produce and broadcast in their countries/territories in connection with the Festival Concert during one (1) year commencing on the initial broadcast by itself of the Festival Concert programme.

6.6 All of the guidelines and provisions of this Agreement shall be subject to

the provisions of the ABU Statues.

7. The interpretation, construction and effect of this Agreement shall be governed in all respects by the laws of Malaysia without regard to choice of law principles. Any dispute, controversy or claim between the Parties arising out of or in relation to this Agreement and its subject matter shall be resolved exclusively and finally by Kuala Lumpur Regional Centre for Arbitration (KLRCA) in force at the date when the relevant notice of arbitration is submitted by the relevant Party in accordance with said rules. The number of arbitrators shall be three (3), with each of concerned Participating Member Organisation and ABU nominating one (1) arbitrator and the two (2) arbitrators chosen appointing a third arbitrator to act as chairman of the arbitral tribunal. The seat of the arbitration tribunal shall be Kuala Lumpur, Malaysia and the proceedings shall be conducted in English. The decision of the arbitration shall be considered final and binding.

IN WITNESS WHEREOF, the parties hereto have agreed to the terms and conditions of this Agreement and caused this Agreement to be executed by their duly authorised representatives on the day and year first above written.

ASIA-PACIFIC BROADCASTING UNION

(Signature)

By: Tatsuhiko Beniko

Title: Director, ABU Programming

Date:

Participating ABU Member

(Signature)

By: _____

Title & Company

: _____

Date: _____